



# Chicago Metropolitan Agency for Planning

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Chicago, Illinois 60606

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[www.cmap.illinois.gov](http://www.cmap.illinois.gov)

**October 31, 2017**

## **REQUEST FOR QUALIFICATIONS (RFQ) NO. 179 LAND USE MODEL DEVELOPMENT FOR THE CHICAGO REGION**

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested consultants for **RFQ 179 Land Use Model Development for the Chicago Region**, as described in the enclosed Request for Qualifications (RFQ).

CMAP will conduct a non-mandatory pre-bid information session **November 13, 2017 at 11:00 a.m.** local time. Consultants may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID is required for entry into the building. To join by webinar/conference call, email [pdubernat@cmap.illinois.gov](mailto:pdubernat@cmap.illinois.gov) requesting RFQ 179 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered by noon on **November 9, 2017**.

Participation in the pre-bid discussion is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish. The questions and responses noted during the pre-bid discussion will be posted to the CMAP website.

CMAP is anticipating a two-step interview process. The initial interview will concentrate on the modeling methodology and data requirements. The subsequent interview will require a demonstration of the application and a discussion of the SaaS computing environment.

If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your submission as indicated in the RFQ. The deadline for responding to the RFQ is 3:00 p.m. on **December 1, 2017**.

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny DuBernat  
Procurement Officer  
[pdubernat@cmap.illinois.gov](mailto:pdubernat@cmap.illinois.gov)

Enclosure

**REQUEST FOR QUALIFICATIONS (RFQ) No. 179  
LAND USE MODEL DEVELOPMENT FOR THE CHICAGO REGION**

*The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals to for RFQ 179 Land Use Model Development for the Chicago Region, Please read each section carefully for information regarding the proposal and submittal instructions.*

**SECTION 1: Background and General Information**

**About CMAP**

The Chicago Metropolitan Agency for Planning (CMAP) is our region's official comprehensive planning organization. The agency and its partners are developing ON TO 2050, a new comprehensive regional plan to help the seven counties and 284 communities of northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See [www.cmap.illinois.gov](http://www.cmap.illinois.gov) for more information.

**Project Background**

As the Metropolitan Planning Organization (MPO) for the Chicago region, CMAP is required to produce a population forecast for the region to accompany its Long-Range Transportation Plan, with a horizon year that is at least twenty years out from the plan's adoption date. Regional forecasts are disaggregated to the local level for use as inputs to CMAP travel models for air quality conformity analysis as well as for small-area traffic projections. While the forecast is driven by transportation planning needs, local-level forecasts are also used by CMAP's local technical assistance staff as well as by partner agencies, local communities, economic development organizations, and watershed planners.

Since CMAP's inception the agency has taken a variety of approaches to address the local allocation of regional forecasts. Moving forward, it is in CMAP's interest to take a more consistent and transparent approach to this task for future plan cycles by engaging a consultant to assist in the development of a land use model capable of disaggregating exogenously-produced regional forecasts to the plan horizon year (currently 2050).

**General Information**

As a result of responses to this RFQ, CMAP plans to review submissions and conduct interviews with selected consultants it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated that a contract will be awarded for the work described. The contract awarded will be for a period of three years with two one-year options for renewal.

**SECTION 2: Scope of Project and Procurement Details**

**Project Description**

The Chicago Metropolitan Agency for Planning is seeking a consultant with experience in the modeling of land use decisions in large urban areas to develop and calibrate a land use model which would complement existing travel demand models to help estimate the future distribution of population and employment. In addition to CMAP's traditional "trip-based" (four-step) model used for Air Quality Conformity analyses, the agency has an activity-based model (ABM); proposed land use models should provide output at a sufficient level of detail to complement the requirements of both travel models (See Appendix A for details).

CMAP expects the land use model development to be a multi-year process that will involve not only calibration of the model to the CMAP region but will also require CMAP to create additional datasets which will serve as model inputs. While CMAP is currently in the process of developing ON TO 2050 (the successor to GO TO 2040), there is no expectation that model development should adhere to the ON TO 2050 timeline; however, it is expected that a fully functional land use model will be in place with sufficient time to assist in analyses for the ON TO 2050 Plan Update in 2021.

### **Scope of Services**

Proposals must address all requirements outlined below. CMAP is seeking to work with a consultant to design and calibrate a land use model capable of providing detailed socio-economic data for the Agency's four-step and activity-based travel models; in addition, land use model results must be of sufficient spatial granularity to allow for local (e.g. neighborhood) scale analyses of land use change suitable for communicating to staff, partner agencies, and stakeholders within the region.

#### Theoretical Framework and Model Design

All proposals must include an overview of the conceptual underpinnings of the land use model, including the roles of transportation accessibility and real estate markets in the influence of land use choices. In addition, respondents must address the following topics in their proposals:

- The land use model is expected to use population and employment “control totals” for the forecast horizon year and all interim years from an exogenous source (outside of this RFQ’s scope). Model outputs are expected to be reported out at a minimum of five-year intervals between the base year and horizon year (currently 2050). Provide a description of the model’s ability to accept exogenous control totals (along with specific data-formatting requirements) and generate data for interim analysis years.
- CMAP has developed detailed 2015 population and employment estimates at the parcel level which can be aggregated to any geographic level and desires to use this data (rather than 2010 Census) as the base year. Provide a discussion of the land use model’s ability to accept this data.
- The model must be able to accommodate localized population and household increases at interim years based on “pipeline” information of known planned developments maintained in CMAP’s Development Database. Describe the process for incorporating pipeline development information into the land use modeling procedures.
- Modeling logic is expected to account for the interaction of factors such as: land use, transportation infrastructure, socioeconomic change, existing development patterns, real estate market factors, use restrictions (protected open space, zoning), and highway/transit accessibility. The ability to create scenarios based on planning strategies or combinations of multiple strategies is a requirement. Provide a description of how the land use model incorporates these and other potential factors into the generation of household and employment distributions.
- As an older urban area, there are many developed areas in the CMAP region where infill or redevelopment can play a role in the revitalization or growth of a community. The model must account for the redevelopment or “upzoning” of uses, and not be strictly based on consumption of available land. Describe how infill development can be specifically addressed within the land use model.
- The land use model should work at a very fine spatial scale (e.g. parcels) to complement CMAP’s activity-based model; in addition it should include the ability to aggregate output to any reasonable standard or custom geography, including the “subzone” employed by CMAP travel models. A GIS file of model subzones is available for review (see Data Requirements section below). Provide a

discussion of the proposed scale of model output and the model's ability to adapt to alternative geographies.

- CMAP currently uses a population synthesizer to generate the necessary attributes for households and persons required by our travel models (see *Appendix A: Land Use Model Required Outputs*). Provide a description of how a population synthesizer is incorporated with the land use model, the data sources it relies upon and discuss any household or person attributes that are generated in addition to those listed in Appendix A. If the land use model does not include population synthesis software, provide a discussion of how data from CMAP's existing population synthesizer can be integrated with the land use model. See Appendix A, Land Use Model Required Outputs, for a list of synthesized population and employment variables.
- To account for trips into and out of the region, CMAP's travel models work on an expanded geography that covers all or part of fourteen counties outside of the seven-county region including counties in adjoining Indiana and Wisconsin (see Figure 1, CMAP Modeling Area); many of the existing datasets that CMAP maintains that can be used to support a land use model (such as our Development Database and Land Use Inventory) do not extend beyond the seven-county region. While our travel models have the same data requirements for inside the region and out, land use modeling geography for the non-CMAP counties can be much coarser than within-region. Provide a discussion of the procedures to be used in developing land use model outputs for the external area. While these may be developed at a more aggregate level of geography than the seven-county data, they must be derived from a technically sound and defensible methodology.
- A cloud-based "software-as-a-service" (SaaS) option, with hardware and code maintained by the consultant, is preferred to help minimize additional burden on agency resources. Please include per-year estimates of access, subscription, and maintenance fees for a minimum of five years from contract execution. Also, please describe the platform that the model runs on and whether the source code can be made available to CMAP for customization purposes.
- CMAP anticipates that much of the consultant's time on this contract will be devoted to calibrating the land use model to better reflect observed conditions in the CMAP region. Provide a discussion of the calibration approach that will be used including a description of data sources to be used and a timeline for completing this work.
- Model interface must be able to provide results for horizon and interim years in at least three forms: mapped display on selected indicators/variables, tabular output, and comma-delimited tables of selected variables to serve as inputs to CMAP's travel models. Provide examples of model output in these formats.

#### Data Requirements

While CMAP maintains or purchases a number of highly-detailed datasets that can serve as inputs to this model, it is anticipated that additional datasets will need to be developed (or purchased) to satisfy model requirements. Part of the evaluation process includes assessing the potential costs of modifying existing and/or developing additional datasets, and, as part of the proposal you are expected to list all necessary data inputs to your model; not only the general theme of the data (such as "land use") but what specific attributes are required for model input. For an overview of existing CMAP datasets that can be put to use for this effort, see *Appendix B, CMAP Datasets*. Note: while we expect input from the consultant on developing or refining datasets for model use, the actual development/refinement/purchase of data is not assumed to be within the scope of this RFQ.

#### Project Timeline

This is expected to be a multi-year effort dependent not only on the sophistication of the model and its estimation/calibration requirements, but also on the time necessary to develop or acquire additional datasets required by the model (and subsequent calibration). Our goal is to have a fully-functioning land use model in place by 2020 so that it can be used for the ON TO 2050 Plan Update

## Schedule

October 31, 2017	Release RFQ
November 13, 2017	Non-mandatory pre-bid information session
December 1, 2017	Submissions due
December 12 & 13, 2017	Interview finalists (at CMAP offices or via telephone) – please note that these dates are firm
January 10, 2018	Recommendation to CMAP Board for consultant selection

## Evaluation Criteria

All responses to this request for qualifications will be analyzed. The following criteria will be used in evaluating submissions:

1. Demonstrated experience, of both firm and personnel assigned to this project, in the field of land use modeling including interaction with travel demand models.
2. Responsiveness of the proposal to the scope of work, as demonstrated through a clearly defined methodology, process, timeline, and estimate of CMAP staff and data resources necessary for model development and implementation.
3. Quality and relevance of examples.
4. References from other Metropolitan Planning Organizations.

All timely responses received to this scope of work will be reviewed, and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal CMAP committee will make the consultant selection decision.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held on both the scope and the cost to select the consultant CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

**CHANGE REQUESTS MADE TO PERSONNEL, TITLES, PERSONNEL HOURS, HOURLY RATES OR SUBCONTRACTORS, INCLUDING SUBCONTRACTOR PERSONNEL, PERSONNEL HOURS OR HOURLY RATES MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE CMAP PROCUREMENT OFFICER. CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL WILL NOT BE REIMBURSED.**

## SECTION 3: Submittal Requirements

**Proposals must be received at CMAP on or before 3:00 p.m. December 1, 2017**

Submissions should be submitted in the order presented:

1. Identify the Consultant team that will be involved in this project. Include a narrative describing the team's combined qualifications and strengths. Clearly identify the project manager, specify the role of subcontractors and describe the team's structure for leadership, support and accountability. Each individual with time on the project should be identified, their qualifications outlined and their role defined whether they work for the lead firm or a subcontractor.
2. Provide a narrative proposal of the approach and techniques the applicant will use to complete the entire scope of services. The proposal must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables. Refer to the discussion of tasks in Section 2 of this RFQ to identify specific components of each task that CMAP expects to be delineated in the proposal.
3. Provide at least two examples of similar work for Metropolitan Planning Organizations that the Consultant has completed. Specify the client, the date completed and the approximate cost of each example. Provide references for each project including the individual contact name and phone number of project managers who are willing and able to comment on the proposed project manager's ability to produce a quality professional product on time and within budget.
4. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 1, the "Information to be provided by Bidder," Attachment 2, and "FTA Certification Regarding Lobbying" Attachment 3.

### **Submission of Proposals**

Proposals must be submitted to CMAP no later than 3:00 p.m. on December 1, 2017. The proposal should consist of three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on digital media.. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFQ by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning  
Attn: Procurement Officer  
Response to RFQ No. 179  
233 S. Wacker Drive, Suite 800  
Chicago, IL 60606

There will be no public opening for this RFQ. Late submissions will be rejected and returned unopened. Questions may be referred to Penny DuBernat, (312) 386-8756 or Email: [pdubernat@cmapp.illinois.gov](mailto:pdubernat@cmapp.illinois.gov).

## SECTION 4: Contractual Agreement and Rights

### Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFQ and subsequent rate submissions and negotiations, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

### Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:

- 1) Withdraw this RFQ at any time without prior notice.
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date.
- 4) Not award a contract to any submitter responding to this RFQ.
- 5) Award a contract without negotiations or discussions.

Consultants who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Consultant shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

## SECTION 5: General Provisions

**The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation.** Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1) Complete Agreement.
  - a) This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Consultant and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
  - b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFQ on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Consultant in response to said RFQ; and (4) any other documents cited or incorporated herein by reference.
  - c) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the Consultant or to future performance of such terms or conditions and Consultant's obligation in respect thereto shall continue in full force and effect. Consultant shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Consultant to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

- d) CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
  - e) Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules, or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Consultant shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Consultant for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Consultant for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
  - f) Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
  - g) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
- 3) Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- 4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. CONTRACTOR will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
- 6) Method of Payment. Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:



- a) Based on services performed, CONTRACTOR may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

[accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)

All invoices shall be signed by an authorized representative of the CONTRACTOR

- b) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).
- c) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- 7) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the CONTRACTOR'S responsibility to remain current with these registrations and requirements. If the CONTRACTOR'S status with regard to any of these requirements change, the CONTRACTOR must notify CMAP immediately.
- 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
- 9) Access to Records.
  - a) The CONTRACTOR and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the CONTRACTOR and its subcontractors, if any, under this

Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

- i) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - ii) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b) The CONTRACTOR shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
- i) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - ii) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

10) Cost Category Transfer Request.

Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The CONTRACTOR must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

11) Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The CONTRACTOR shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
- b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost \$2,500.00 or more, but less than \$10,000.00, the CONTRACTOR shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000.00 will require the CONTRACTOR to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the CONTRACTOR, the procedures of CMAP will be used. The CONTRACTOR may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.

- c. Records. The CONTRACTOR shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
  - d. No CONTRACTOR employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
  - e. CONTRACTOR certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 12) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
- 13) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. CMAP may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.
- 14) Termination.
- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
  - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
  - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination; in addition, CMAP may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.
  - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
  - f. In the event the CONTRACTOR must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 15) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 16) Equal Employment Opportunity. The CONTRACTOR will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The CONTRACTOR shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The CONTRACTOR shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 17) Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- 18) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 19) Prohibited Interest.
- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
  - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States

of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

- c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

#### 20) Patents and Copyright Responsibility.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

#### 21) Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto; provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

#### 22) Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.

- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
  - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.
- 23) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
- 24) Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.
- 25) Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said source code to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said source code to any current or future contractor.
- CMAP agrees that any entity to whom the source code will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said source code without the written consent of both CMAP and the Contractor.
- 26) Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 27) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
- 28) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 29) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

- 30) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 31) Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with the contract.
- 32) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
- 33) Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
- 34) Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 35) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 36) International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 37) Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

#### Federally Funded Agreements

- 1) Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and

those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying.

- a. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- b. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- c. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- d. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- e. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
- f. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:



- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
  - f. The Age Discrimination Act (42 USC 6101 *et seq.*).
- 4) Control of Property. The Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
  - 5) Cost Principles. The Contractor certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
  - 6) Debarment. The CONTRACTOR certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
  - 7) Audit Requirements. The CONTRACTOR shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
    - a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
    - b. Single audit. If A non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
    - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

- d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- 10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

- 11) Davis-Bacon Act. To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the Contractor certifies that it:

- a. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
- b. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- c. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- d. Will initiate and complete the work within the applicable project time periods;
- e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - v) The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - viii) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - ix) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- f. Any other nondiscrimination statute(s) that may apply to the project.
  - i) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
- g. Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

- ii) Notification of violating facilities pursuant to Executive Order 11738;
  - iii) Protection of wetlands pursuant to Executive Order 11990;
  - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi) Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - ix) Contractor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
  - x) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, Contractor:
    - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
    - ii) has the necessary legal authority under State and local laws and regulations to comply with: The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
    - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
    - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      - 1. Displaced families or individuals, and
      - 2. Displaced corporations, associations, or partnerships,
    - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      - 1. Displaced families and individuals, and
      - 2. Displaced corporations, associations, or partnerships,
    - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
    - viii) Contractor:
      - 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
      - 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
    - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
    - xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,

- xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
- xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
  - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- xi) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xii) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xiii) Executive Order 11593, which relates to identification and protection of historic properties;
- xiv) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xv) The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- xvi) The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- xvii) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- xviii) Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b. Contractor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

- 14) Energy Conservation. To the extent applicable, the Contractor and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 15) Bribery. The CONTRACTOR certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

- 16) Clean Air and Clean Water Act. The CONTRACTOR certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- 17) Bid Rigging. The CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. CONTRACTOR certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- 20) Eligibility For Employment In The United States. The Contractor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.
- 21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 22) Dues and Fees. The CONTRACTOR certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTRACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The CONTRACTOR certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The CONTRACTOR certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The CONTRACTOR certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

- 26) Illinois Use Tax. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False Or Fraudulent Statements Or Claims. The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 31) Changed Conditions Affecting Performance. The CONTRACTOR shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes Or Breaches. The CONTRACTOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contractor. The Contractor will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 33) Fly America. The CONTRACTOR will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the Contractor of any terms of this Agreement or any default on the part of the Contractor which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 35) Preference for Recycled Products. To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

- 36) Cargo Preference. Use of United States Flag Vessels. The Contractor agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The Contractor must relate financial data of this AGREEMENT to its performance accomplishments. Further, the Contractor must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the Contractor must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the Contractor agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The Contractor agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

## **SECTION 6: Special Provisions**

- 1) Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFQ. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement in addition to listing CMAP as an additional insured.
- 2) FTA Certification Regarding Lobbying The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CRF PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" Attachment 4 to the RFQ for any proposals which may or will exceed \$100,000.
- 3) Professional Liability Insurance. The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence and shall name CMAP directors, officers and employees as additional insured under such policy.



**Attachment 1: Certificate Regarding Workers' Compensation Insurance**

**Certificate Regarding Workers' Compensation Insurance**

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment 2: Information to be provided by Bidder**

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: \_\_\_\_\_

Organized under the laws of state of: \_\_\_\_\_

Business License No.: \_\_\_\_\_ Business License Expiration Date: \_\_\_\_\_

DUNS No. \_\_\_\_\_ SAM Cage Code: \_\_\_\_\_

List names and addresses of owners of the firm or names and titles of officers of the corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client list of services rendered currently and/or in the recent past:

<u>Type of Service/Product</u>	<u>Date Completed</u>	<u>Name and Address of Client</u>	<u>Contact Name and Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____

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Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

- a. \_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_
- c. \_\_\_\_\_  
\_\_\_\_\_

Bidder hereby certifies that it (check one):  IS  IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). **If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.**

**IMPORTANT**

**RFQ responses without DUNS Numbers will be deemed unresponsive and will not be evaluated.**

**All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at [www.sam.gov](http://www.sam.gov) and register your entity. There is no fee for this registration.**

**Attachment 3: FTA Certification Regarding Lobbying**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

Name and Title of Contractor's Authorized  
Official: \_\_\_\_\_

## Appendix A: Land Use Model Required Outputs

The land use model should include a population synthesizer capable of providing all of the desired attributes for households and their occupants for the base year and all modeled years. For more information on CMAP's four-step and activity-based models see: <http://www.cmap.illinois.gov/data/transportation/modeling>.

*Note: shaded cells represent fields derived from other variables. CMAP's current population synthesizer uses 2000 PUMS data as the base-year source for all non-shaded Household and Person variables.*

### Household Attributes

Unique household identifier	
Location	Parcel or other acceptable geographic unit (currently modeling zone)
Serial number	Housing unit serial number
PUMA	Public Use Microdata Area
Household income	Household income in 1999 dollars (nominal dollars)
Persons	Number of person records following this housing record <ul style="list-style-type: none"> <li>• 0 – Vacant unit</li> <li>• 1 – householder living alone or in group quarters</li> <li>• 2-97 – number of persons in household</li> </ul>
Household family type	Household family type <ul style="list-style-type: none"> <li>• 0 – not in universe (vacant or GQ)</li> <li>• 1 – family household: married couple</li> <li>• 2 – family household: male householder, no wife present</li> <li>• 3 – family household: female householder, no husband present</li> <li>• 4 – nonfamily household: male householder, living alone</li> <li>• 5 – nonfamily household: male householder, not living alone</li> <li>• 6 – nonfamily household: female householder, living alone</li> <li>• 7 – nonfamily household: female householder, not living alone</li> </ul>
Unit type	Type of unit <ul style="list-style-type: none"> <li>• 0 – housing unit</li> <li>• 1 – institutional group quarters</li> <li>• 2 – noninstitutional group quarters</li> </ul>
Number of own children under 18	Number of own children under 18 years in household <ul style="list-style-type: none"> <li>• 0 – none (includes not in universe: vacant of GQ)</li> <li>• 1-96 – own children under 18</li> </ul>
Building size	Size of building <ul style="list-style-type: none"> <li>• Blank – not in universe</li> <li>• 1 – A mobile home</li> <li>• 2 – A one-family house detached from any other house</li> <li>• 3 – A one-family house attached to one or more houses</li> <li>• 4 – A building with 2 apartments</li> <li>• 5 – A building with 3 or 4 apartments</li> <li>• 6 – A building with 5 to 9 apartments</li> </ul>

	<ul style="list-style-type: none"> <li>• 7 – A building with 10 to 19 apartments</li> <li>• 8 – A building with 20 to 49 apartments</li> <li>• 9 – A building with 50 or more apartments</li> <li>• 10 – Boat, RV, van, etc.</li> </ul>
Tenure	<p>Home ownership</p> <ul style="list-style-type: none"> <li>• 0 – not in universe (vacant or GQ)</li> <li>• 1 – Owned by you or someone in this household with a mortgage or loan</li> <li>• 2 – Owned by you or someone in this household free and clear (without a mortgage or loan)</li> <li>• 3 – Rented for cash rent</li> <li>• 4 – Occupied without payment of cash rent</li> </ul>
Household income category 1	<p>Household income (four categories)</p> <ul style="list-style-type: none"> <li>• 1 – under \$20,000</li> <li>• 2 – \$20,000 to under \$50,000</li> <li>• 3 – \$50,000 to under \$100,000</li> <li>• 4 – \$100,000 or more</li> </ul>
Household income category 2	<p>Household income (nine categories)</p> <ul style="list-style-type: none"> <li>• 1 – under \$10,000</li> <li>• 2 – \$10,000 to under \$20,000</li> <li>• 3 – \$20,000 to under \$30,000</li> <li>• 4 – \$30,000 to under \$40,000</li> <li>• 5 – \$40,000 to under \$50,000</li> <li>• 6 – \$50,000 to under \$60,000</li> <li>• 7 – \$60,000 to under \$75,000</li> <li>• 8 – \$75,000 to under \$100,000</li> <li>• 9 – \$100,000 or more</li> </ul>
Age of head of household index	<p>Age of householder</p> <ul style="list-style-type: none"> <li>• 1 – under 65</li> <li>• 2 – 65 and older</li> </ul>
Household size category	<p>Household size category (five categories)</p> <ul style="list-style-type: none"> <li>• 1 – 1 household member</li> <li>• 2 – 2 household members</li> <li>• 3 – 3 household members</li> <li>• 4 – 4 household members</li> <li>• 5 – 5 or more household members</li> </ul>
Household size category2	<p>Household size category (six categories)</p> <ul style="list-style-type: none"> <li>• 1 – 1 household member</li> <li>• 2 – 2 household members</li> <li>• 3 – 3 household members</li> <li>• 4 – 4 household members</li> <li>• 5 – 5 household members</li> <li>• 6 – 6 or more household members</li> </ul>
Family household flag	<p>Family household flag</p> <ul style="list-style-type: none"> <li>• 1 – nonfamily household</li> </ul>

	<ul style="list-style-type: none"> <li>• 2 – family household</li> </ul>
Group Quarters unit type	Type of group quarters household <ul style="list-style-type: none"> <li>• 0 – Non Group Quarters household</li> <li>• 1 – Institutional Group Quarters household</li> <li>• 2 – Noninstitutional Group Quarters household</li> <li>• 3 – Empty housing unit</li> </ul>
Presence of own children flag	Presence of own children age 00-17 <ul style="list-style-type: none"> <li>• 0 – No own children age 00-17 in household</li> <li>• 1 – 1 or more own children age 00-17 in household</li> </ul>
Children age 00-17	Number of children age 00-17 in household (six categories) <ul style="list-style-type: none"> <li>• 0 – No children age 00-17 in household</li> <li>• 1 – 1 child age 00-17 in household</li> <li>• 2 – 2 children age 00-17 in household</li> <li>• 3 – 3 children age 00-17 in household</li> <li>• 4 – 4 children age 00-17 in household</li> <li>• 5 – 5 or more children age 00-17 in household</li> </ul>
Number employed category 1	Number in household employed part time or full time (four categories) <ul style="list-style-type: none"> <li>• 0 – 0 in household employed PT or FT</li> <li>• 1 – 1 in household employed PT or FT</li> <li>• 2 – 2 in household employed PT or FT</li> <li>• 3 – 3 or more in household employed PT or FT</li> </ul>
Number employed category 2	Number in household employed part time or full time (five categories) <ul style="list-style-type: none"> <li>• 0 – 0 in household employed PT or FT</li> <li>• 1 – 1 in household employed PT or FT</li> <li>• 2 – 2 in household employed PT or FT</li> <li>• 3 – 3 in household employed PT or FT</li> <li>• 4 – 4 or more in household employed PT or FT</li> </ul>
Household members age 0-5	Number in household age 0-5
Household members age 6-11	Number in household age 6-11
Household members age 12-15	Number in household age 12-15
Household members age 16-17	Number in household age 16-17
Household members age 18-24	Number in household age 18-24
Household members age 25-34	Number in household age 25-34
Household members age 35-49	Number in household age 35-49

Household members age 50-64	Number in household age 50-64
Household members age 65-79	Number in household age 65-79
Household members age 80 and older	Number in household age 80 and older
Number of workers	Number in household employed part time or full time
Full time workers	Number in household that are full time workers (person type 1)
Part time workers	Number in household that are part time workers (person type 2)
University students	Number in household that are college students (person type 3)
Number of nonworkers	Number in household that are nonworking, nonstudent adults (person type 4)
Number of retirees	Number in household that are nonworking seniors (person type 5)
Number of preschoolers	Number in household that are preschoolers (person type 8)
Number of nondriving students	Number in household that are nondriving students (person type 7)
Number of school drivers	Number in household that are driving age students (person type 6)
Dwelling unit	Type of dwelling unit <ul style="list-style-type: none"> <li>• 1 – detached single family (PUMS H.BLDGSZ=2)</li> <li>• 2 – attached single family, apartment or other (PUMS H.BLDGSZ 3-10)</li> <li>• 3 – mobile home (PUMS H.BLDGSZ=1)</li> </ul>
Own/Rent flag	Own or rent home <ul style="list-style-type: none"> <li>• 1 – own</li> <li>• 2 – rent/other</li> </ul>
Number of not employed students	Number of not employed students in household age 16+ (PUMS P.ESR in {3,6} and P.GRADE>0)
Number of employed students	Number of employed students in household age 16+ (PUMS P.ESR in {1,2,4,5} and P.GRADE>0)
Adult children	Number of adult children in household
Workers in family	Number of workers in family
Number of vehicles	Number of vehicles available
Subzone	Subzone

## Person Attributes

Unique household identifier	
Unique person identifier	
Age	

Relationship	<p>Relationship</p> <ul style="list-style-type: none"> <li>• 1 – Householder</li> <li>• 2 – Husband/wife</li> <li>• 3 – Natural born son/daughter</li> <li>• 4 – Adopted son/daughter</li> <li>• 5 – Stepson/stepdaughter</li> <li>• 6 – Brother/sister</li> <li>• 7 – Father/Mother</li> <li>• 8 – Grandchild</li> <li>• 9 – Parent-in-law</li> <li>• 10 – Son-in-law/daughter-in-law</li> <li>• 11 – Other relative</li> <li>• 12 – Brother-in-law/sister-in-law</li> <li>• 13 – Nephew/niece</li> <li>• 14 – Grandparent</li> <li>• 15 – uncle/aunt</li> <li>• 16 – Cousin</li> <li>• 17 – Roomer or boarder</li> <li>• 18 – Housemate/roommate</li> <li>• 19 – Unmarried partner</li> <li>• 20 – Foster child</li> <li>• 21 – Other nonrelative</li> <li>• 22 – Institutionalized group quarters person</li> <li>• 23 – Noninstitutionalized group quarters person</li> </ul>
Employment Status Recode	<p>Employment Status Recode</p> <ul style="list-style-type: none"> <li>• 0 – N/A (less than 16 years old)</li> <li>• 1 – Civilian employed, at work</li> <li>• 2 – Civilian employed, with a job but not at work</li> <li>• 3 – Unemployed</li> <li>• 4 – Armed forces, at work</li> <li>• 5 – Armed forces, with a job but not at work</li> <li>• 6 – Not in labor force</li> </ul>
Grade	<p>School Enrollment: Grade Level Attending</p> <ul style="list-style-type: none"> <li>• 0 – N/A (less than 3 years old)</li> <li>• 1 – Nursery school, preschool</li> <li>• 2 – Kindergarten</li> <li>• 3 – Grade 1 to grade 4</li> <li>• 4 – Grade 5 to grade 8</li> <li>• 5 – Grade 9 to grade 12</li> <li>• 6 – College undergraduate</li> <li>• 7 – Graduate or professional school</li> </ul>
Person Sequence Number	Unique person identifier within household
Augmented Person Flag	<p>Augmented Person Flag ←</p> <ul style="list-style-type: none"> <li>• 0 – Not augmented</li> </ul>



	<ul style="list-style-type: none"> <li>• 1 – Augmented</li> </ul>
Data-defined Person Flag	<p>Data-defined Person Flag</p> <ul style="list-style-type: none"> <li>• 0 – Yes</li> <li>• 1 – No, imputed by edit</li> <li>• 2 – No, substituted</li> </ul>
Gender	<p>Sex</p> <ul style="list-style-type: none"> <li>• 1 – Male</li> <li>• 2 – Female</li> </ul>
Weeks worked	Number of Weeks Worked in 1999
Hours worked	Hours Worked Per Week in 1999
Race	<p>Race Recode 1</p> <ul style="list-style-type: none"> <li>• 1 – White alone</li> <li>• 2 – Black or African American alone</li> <li>• 3 – American Indian alone</li> <li>• 4 – Alaska native alone</li> <li>• 5 – American Indian and Alaska Native tribes specified, and American Indian or Alaska native, not specified, and no other races</li> <li>• 6 – Asian alone</li> <li>• 7 – Native Hawaiian and Other Pacific Islander alone</li> <li>• 8 – Some other race alone</li> <li>• 9 – Two or more major race groups</li> </ul>
Hispanic or Latino Origin	<p>Hispanic or Latino Origin</p> <ul style="list-style-type: none"> <li>• 1 – Not Hispanic or Latino</li> <li>• 2 – Mexican</li> <li>• 3 – Puerto Rican</li> <li>• 4 – Cuban</li> <li>• 5 – Dominican</li> <li>• 6 – Costa Rican</li> <li>• 7 – Guatemalan</li> <li>• 8 – Honduran</li> <li>• 9 – Nicaraguan</li> <li>• 10 – Panamanian</li> <li>• 11 – Salvadoran</li> <li>• 12 – Other Central American</li> <li>• 13 – Argentinean</li> <li>• 14 – Bolivian</li> <li>• 15 – Chilean</li> <li>• 16 – Colombian</li> <li>• 17 – Ecuadorian</li> <li>• 18 – Paraguayan</li> <li>• 19 – Peruvian</li> <li>• 20 – Uruguayan</li> <li>• 21 – Venezuelan</li> <li>• 22 – Other South American</li> </ul>

	<ul style="list-style-type: none"> <li>• 23 – Spaniard</li> <li>• 24 – Other Spanish or Latino</li> </ul>
Married, Spouse Present Recode	<p>Married, Spouse Present Recode</p> <ul style="list-style-type: none"> <li>• 0 – N/A (less than 15 years old)</li> <li>• 1 – Now married, spouse present</li> <li>• 2 – Now married, spouse absent</li> <li>• 3 – Widowed</li> <li>• 4 – Divorced</li> <li>• 5 – Separated</li> <li>• 6 – Never married</li> </ul>
Poverty status	<p>Person 's Poverty Status</p> <p><i>Income-to-poverty ratio:</i></p> <ul style="list-style-type: none"> <li>• 000 – Not in universe (Institutional GQ; in college dormitories or military quarters; unrelated children under 15 years)</li> <li>• 001 – Less than 1.0%</li> <li>• 002..500 – 1.0% to 499.9%</li> <li>• 501 – 500% or more</li> </ul>
Total earnings	<p>Person 's Total Earnings in 1999</p> <ul style="list-style-type: none"> <li>• -10000 – Loss of \$9,999 or more</li> <li>• -1..-9998 – Loss of \$1-\$9,998</li> <li>• 0 – No earnings</li> <li>• 1 - \$1 or break even</li> <li>• 2..301999 – \$2-\$309,999</li> <li>• 310000 – \$310,000 or more</li> </ul>
Age category	<p>Age category</p> <ul style="list-style-type: none"> <li>• 0 – under age 6</li> <li>• 1 – age 6-11</li> <li>• 2 – age 12-15</li> <li>• 3 – age 16-17</li> <li>• 4 – age 18-24</li> <li>• 5 – age 25-34</li> <li>• 6 – age 35-49</li> <li>• 7 – age 50-64</li> <li>• 8 – age 65-79</li> <li>• 9 – age 80 and up</li> </ul>
Employment status	<p>Employment status</p> <ul style="list-style-type: none"> <li>• 1 – employed FT</li> <li>• 2 – employed PT</li> <li>• 3 – not employed</li> <li>• 4 – under age 16</li> </ul>
Student status	<p>Student status</p> <ul style="list-style-type: none"> <li>• 1 – primary or secondary student age 3+</li> <li>• 2 – post-secondary student</li> <li>• 3 – age under 3 or not a student (from PUMS P.GRADE)</li> </ul>
Hispanic	Hispanic:

	<ul style="list-style-type: none"> <li>• 1-not Hispanic</li> <li>• 2-Hispanic (PUMS min(P.HISPAN2))</li> </ul>
Person type	<p>Person type</p> <ul style="list-style-type: none"> <li>• 1 – Full-time worker age 16+</li> <li>• 2 – Part-time worker age 16+ non-student</li> <li>• 3 – University student age 18+</li> <li>• 4 – Non-working non-student adult age 16-64</li> <li>• 5 – Non-working senior age 65+</li> <li>• 6 – Driving age Student age 16-19, not FT worker or college student</li> <li>• 7 – Non-driving Student age 6-15</li> <li>• 8 – Pre-school age 0-5</li> </ul>
Adult Children	<p>young adult age 18-24 in family household with older adult age 35-64 in HH:</p> <ul style="list-style-type: none"> <li>• 1 – yes</li> <li>• 2 – no</li> </ul>
Education attainment	<p>Education attainment in years</p> <ul style="list-style-type: none"> <li>• 0 – Not in universe (under 3 years)</li> <li>• 1 – No schooling completed</li> <li>• 2 – Nursery school to 4<sup>th</sup> grade</li> <li>• 3 – 5<sup>th</sup> grade or 6<sup>th</sup> grade</li> <li>• 4 – 7<sup>th</sup> grade or 8<sup>th</sup> grade</li> <li>• 5 – 9<sup>th</sup> grade</li> <li>• 6 – 10<sup>th</sup> grade</li> <li>• 7 – 11<sup>th</sup> grade</li> <li>• 8 – 12<sup>th</sup> grade, no diploma</li> <li>• 9 – High school graduate</li> <li>• 10 – Some college, but less than 1 year</li> <li>• 11 – One or more years of college, no degree</li> <li>• 12 – Associate degree</li> <li>• 13 – Bachelor’s degree</li> <li>• 14 – Master’s degree</li> <li>• 15 – Professional degree</li> <li>• 16 – Doctorate degree</li> </ul>
Industry code	<p>Industry Census code</p> <ul style="list-style-type: none"> <li>• 0 – Not in universe (under 16 years or LAST-WRK=2)</li> <li>• 1..997 – Legal census 2000 industry code</li> </ul>

## Employment Data

Location	Parcel or other acceptable geographic unit (currently subzone)
Total Employment	
Employment by Industry	Employment for 2-digit NAICS code XX. There are 21 two-digit codes. Those with multiple 2-digit codes (e.g. 44-45 Retail) should be represented by a single variable.

## **Appendix B: Examples of CMAP Datasets Available to Support a Land Use Model**

In addition to the list below, CMAP regularly collects data from county, state, and federal agencies (e.g. parcel, county assessor, open space, transit, Census). CMAP also maintains subscriptions to several proprietary datasets (CoStar, EMSI, Dun & Bradstreet, REIS).

Additional datasets integral to a proposed solution may also be available at CMAP; firms whose proposals require datasets not listed below should inquire about their availability during the pre-bid information session.

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### **Datasets available through the CMAP Data Hub**

The following CMAP datasets are freely available without restriction. Data Hub link is embedded in each dataset's name.

#### Land Use Inventory (Public Version):

GIS-based dataset of the region's land use broken out into 40+ categories. Our inventory is based on parcel geometry, with parcels dissolved on common land uses. See the Restricted Datasets section below for information about our non-dissolved (all-parcel) version.

#### Green Infrastructure:

Spatial data depicting the type and quality of ecosystems that make up the region's green infrastructure network.

#### Facility Planning Areas:

FPA's represent centralized sewer service areas to be considered for possible wastewater treatment facilities within a 20-year planning period. More information at: <http://www.cmap.illinois.gov/livability/water/water-quality/wastewater-planning>

#### Travel Demand Model Data:

Input and output files used for air quality conformity analysis, including highway and transit network files for individual scenario years (2015, 2020, 2025, 2030 and 2040). Modeled area covers fourteen additional counties, including portions of Wisconsin and Indiana.

#### CMAP Subzones:

Shapefile of CMAP trip generation zones (subzones). Shapefile covers entire 21-county modeling area; for the purposes of the local allocation exercise we are only concerned with the subzones in the seven CMAP counties. **NOTE:** A newer version of the CMAP zone scheme is in development but not available as of this writing. Subzones within the seven-county CMAP region are minimally changed, but subzones in the non-CMAP counties will now be based on PLSS geography, with townships represented as one, four, or nine subzones based on level of activity within the township.

#### 2050 Population Forecast

Regional forecast of population, households and employment for the 7-county CMAP region.

**Restricted datasets**

The following datasets will be made available through Dropbox. Please contact Penny DuBernat at [pdubernat@cmap.illinois.gov](mailto:pdubernat@cmap.illinois.gov) for access. These datasets are made available solely for evaluation purposes for proposal development, and may not be redistributed nor used for other projects. All data obtained through Dropbox must be deleted after the selection period has completed.

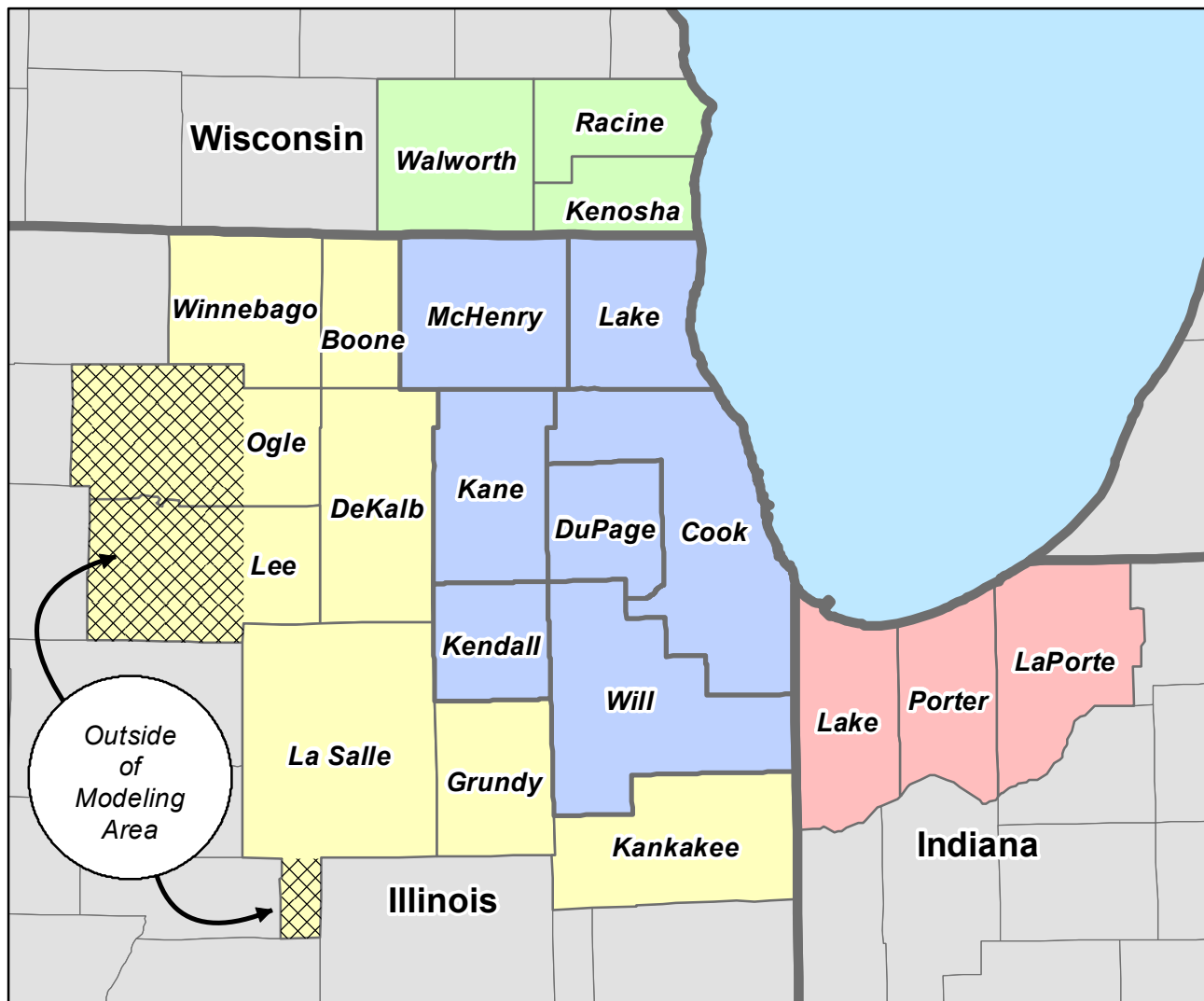
**Land Use Inventory (Restricted Version):**

“All-parcel” version of the 2010 Land Use Inventory. This copy covers four townships in the region with varying levels of development intensity; dataset covering the full seven-county region will be made available to awardee. Be sure to review the README file for additional caveats concerning this dataset. A 2013 version has recently been completed and work is commencing on a 2015 update.

**Northeastern Illinois Development Database (NDD):**

Geodatabase tracking significant development and redevelopment in the region. This version contains only developments in four townships (corresponding with the four townships covered in the Land Use Inventory set); dataset covering the full seven-county region will be made available to awardee.

# Figure 1: CMAP Modeling Area



CMAP Region		
FIPS	Name	2010 Census
17031	Cook County	5,194,675
17043	DuPage County	916,924
17089	Kane County	515,269
17093	Kendall County	114,736
17097	Lake County	703,462
17111	McHenry County	308,760
17197	Will County	677,560
External Illinois Counties		
FIPS	Name	2010 Census*
17007	Boone County	54,165
17037	DeKalb County	105,160
17063	Grundy County	50,063
17091	Kankakee County	113,449
17099	LaSalle County (part)	113,924
17103	Lee County (part)	36,031
17141	Ogle County (part)	53,497
17201	Winnebago County	295,266

Indiana Counties		
FIPS	Name	2010 Census
18089	Lake County	496,005
18091	LaPorte County	111,467
18127	Porter County	164,343
Wisconsin Counties		
FIPS	Name	2010 Census
55059	Kenosha County	166,426
55101	Racine County	195,408
55127	Walworth County	102,228

\*2010 Census figures are whole-county